

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

**Case No. 22-570  
Division: Civil  
District Judge:  
Magistrate Judge**

**ORANGE BEACON MARKETING, LLC,  
Plaintiff,**

**vs.**

**Case No.: 22-570  
Division:**

**OUTSTANDING REAL ESTATE  
SOLUTIONS, INC.; FWE, LLC,  
Defendant.**

\_\_\_\_\_/

**VERIFIED DEFAULT OF PROMISSORY NOTE COMPLAINT**

Plaintiff, ORANGE BEACON MARKETING, LLC, files its Complaint as follows:

1. ORANGE BEACON MARKETING, LLC, ("Plaintiff") is a limited liability company with the following member: Tengjun Wang. For purposes of diversity jurisdiction, the limited liability company is considered to have the citizenship of all its constituent partners/members. U.S. Citizens are citizens of the state in which they are domiciled, which is the last state in which they resided and had an intent to remain. Tengjun Wang is a citizen of California (domiciled in California and resides at 2117 Arapaho Place, Fremont, CA 94539, with intent to remain). Thus, for purposes of diversity jurisdiction, the citizenship of ORANGE BEACON MARKETING, LLC is California.
2. Defendant OUTSTANDING REAL ESTATE SOLUTIONS, INC. is a corporation incorporated in Texas with its principal place of business at 614 S. Business 35, Unit C-38, New Braunfels, Texas 78130. For purposes of diversity jurisdiction, a corporation is a citizen of the state in which it is incorporated and of the state where it has its principal place of business. For purposes of diversity jurisdiction, Defendant OUTSTANDING REAL ESTATE SOLUTIONS, INC. is a citizen of Texas.

3. Defendant FWE, LLC is a limited liability corporation. The members of FWE, LLC are William Nakulski and Filoniki Goulas. William Nakulski is a citizen of Illinois (domiciled in Illinois and resides at 1354 Harding Avenue, Des Plaines, IL 60016, with intent to remain). Filoniki Goulas is a citizen of Illinois (domiciled in Illinois and resides at 1354 Harding Avenue, Des Plaines, IL 60016, with intent to remain). For purposes of diversity jurisdiction, Defendant FWE, LLC is a citizen of Illinois.
4. Per 28 U.S.C. § 1332(a), the Court has diversity jurisdiction over this action as there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00, inclusive of damages.
5. Under 28 U.S.C. § 1391 venue is proper in the Court as a substantial part of the events or omissions giving rise to the claim occurred in this District. Specifically, the subject Promissory Note was executed in the County of Comal, Texas and the terms of the subject Promissory Note state that it shall be governed by and construed in accordance with the laws of the State of Texas.
6. On or about May 3, 2021, for the purpose of securing the repayment of a loan by Plaintiff to Defendants for the amount of \$300,000.00, Defendants executed and delivered to Plaintiff a Promissory Note (the "Note"). Please see attached a copy of the Note, incorporated herein as **Exhibit A**.
7. Pursuant to the Note, Defendants were to make monthly payments until July 3, 2021, when the Note shall mature. The Note bears a flat interest amount of \$200,000.00 over the term of the Note, with interest due and payable in full on the maturity date. The Note also called for a flat default interest amount of \$500.00 per day on the first day following the due date of the monthly interest and/or the maturity date of the Note.
8. The Note is in default. The Note reached its maturity date, and Defendants failed to make payments since on the Note since July 3, 2021.

9. Accordingly, Plaintiff must be paid \$300,000.00 in Principal on the Note, together with interest, late charges, and all costs of collection including, but not limited to reasonable attorney's fees.
10. Plaintiff has retained The Law Offices of Damian G. Waldman, P.A., in this action and is obligated to pay it a reasonable fee for its services in bringing this action as well as all costs of collection. Plaintiff shall be entitled to an award of any fees and costs incurred in this action based on the terms of the Note upon which this action is based.
11. Plaintiff is entitled to a judgment against Defendants for the unpaid principal balance of the Note, plus interest, fees, costs and other charges.

**COUNT I - DEFAULT OF PROMISSORY NOTE**

12. Plaintiff re-alleges paragraphs 1 through 10 and incorporates each paragraph herein by reference.
13. This is an action to recover damages in excess of \$75,000.00, exclusive of attorneys' fees and costs and is within the jurisdiction of the Court.
14. Plaintiff declares the full amount payable under the Note to be now due in accordance with the terms of the Note.
15. Plaintiff must be paid \$300,000.00 in Principal on the Note, together with interest, late charges, and all costs of collection including, but not limited to reasonable attorney's fees.

**WHEREFORE**, Plaintiff respectfully requests the Court to enter a final judgment against Defendants; that the Court ascertain the amount of money due Plaintiff from Defendants for Principal, interest, and late charges on the Note and for expenses and costs, including attorney's fees, plus interest thereon; and that the Court retain jurisdiction of this action to make any and all further orders and judgment as may be necessary and proper.

**VERIFICATION**

Under penalty of perjury, I declare that I have read the foregoing Verified Default of Promissory Note Complaint, and the facts alleged therein are true and correct to the best of my personal knowledge and belief and that Plaintiff is in possession of the original Note.

Printed name: TENGJUN WANG

Title: Member  
and as authorized agent on behalf of Plaintiff,  
ORANGE BEACON MARKETING, LLC

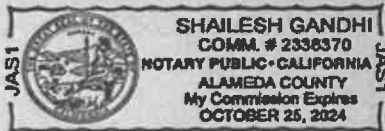
Date: 03/04/2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE of CA

COUNTY of Alameda

The foregoing instrument was sworn to or affirmed and subscribed before me this 4<sup>th</sup> day of March, 2022, by Tengjun Wang (Name), Member (Title) and as authorized agent on behalf of Plaintiff who is personally known to me [ ] or has produced OR DL as identification [ ].



Print Name: Shailesh Gandhi  
Notary Public, State of CA

My Commission Expires: 10-25-24

Respectfully submitted this 1<sup>st</sup> day of June 2022.

/s/

  
Damian G. Waldman, Esq.

Florida Bar No. 0090502

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Attorney for Plaintiff